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AGREEMENT BETWEEN

VILLAGE OF KENMORE

AND

KENMORE CROSSING GUARDS ASSOCIATION

JUNE 1, 2003 – MAY 31, 2006

RECEIVED

MAY 17 2004

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

6 PT Employees

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THIS AGREEMENT is entered into this first day of June, 2003, by and between the Village of Kenmore (hereinafter called the "Village") and the Kenmore Crossing Guards Association, (hereinafter called the "KCGA").

WITNESSETH:

WHEREAS, the parties herein desire to promote through this Agreement, harmonious relations between the parties; establish equitable procedures for orderly collective bargaining between the Village and the KCGA; to secure prompt and equitable resolution of any grievances that might arise; to establish wages and working conditions for the Crossing Guards in the Village of Kenmore; and to promote the highest degree of efficiency in providing orderly, continuous service to the public.

WHEREAS, the Agreement has been negotiated pursuant to the provisions of the Public Employees' Fair Employment Act and is governed by the provisions of the New York State Law, and also non-conflicting laws of the Village.

WHEREAS, it is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Village and the KCGA, through their duly authorized representatives, agree as follows:

ARTICLE I

RECOGNITION

- 10.1 The Village recognizes the KCGA as the exclusive representative and bargaining agent from and after October 1, 1970 for all Village of Kenmore Crossing Guards.

ARTICLE II

FAIR PRACTICES AND RIGHTS

- 10.1.1 **Employee Rights** - The Village will not interfere with, restrain or coerce any employee because of membership or lawful activity in the KCGA, nor will the Village discriminate for such reasons in regard to hiring or promotion or tenure of employment, or discourage membership or activity in the lawful activities of the KCGA.

The KCGA and its members will not intimidate or coerce any employee in regard to his or her right to work and will respect the right of any public employee to join, participation, or to refrain from joining or participating in any employee organization.

- 2.02 **Management Rights** – Except as specifically abridged or modified by any provisions of the Agreement, the Village of Kenmore Board of Trustees will continue to have, whether exercised or not, all of the rights, powers, and authority heretofore existing, but not limited to the following: determine the standards of services to be offered by the Police Department, determine the standards of selection for employment, direct its employees, take disciplinary action, relieve its employees from duty because of lack of work or other legitimate reasons, issue rules and regulations, maintain the efficiency of governmental operations, determine the

methods, means and personnel by which the Village's operations are to be conducted, determine the content of job classifications, exercise complete control and discretion over the Police Department organization and the technology of performing its work. And fulfill all of its legal responsibilities. These rights, responsibilities and prerogatives are inherent in the Board of Trustees and the Mayor by virtue of statutory and corporation provisions and cannot be subject to any grievance or arbitration proceedings except as they affect the rights and obligations of the parties under this Agreement, and under the Rules and Regulations established by the Kenmore Police Department for the KCGA, but their effect upon terms and conditions of employment shall be proper subjects of negotiation between the parties.

Grievance Procedure

3.01 Intent – The Village and the KCGA desire that all employees in the Unity be treated fairly and equitably. It is intended that this grievance procedure will provide a means of resolving complaints and grievances at the lowest possible level and that nothing in this Article should be interpreted as discouraging an employee or his representative from discussing any problem in an informal manner, with his or her immediate supervisor or department head. Such discussions shall not interfere with the right of any employee to process complaints through the grievance procedure.

10.1 Procedure and Steps

1. Grievances of employees in the negotiating unit shall be processed in accord with provisions of this Article.
2. The term "grievance" as used herein shall mean a complaint by an employee or employees in the bargaining unit or by the KDGA in his or her behalf that there has been a violation, misapplication, misinterpretation or inequitable application of this Agreement or of the rules and regulations

affecting the operation of the Kenmore Police Department, provided, however, that the term grievance shall not apply to any matter as to which (a) a method of review is prescribed or provided by law or by any rule or regulation having the force and effect of law, or (b) the Village is not empowered to act.

3. To encourage the resolution of grievances at the Departmental level it shall be a fundamental responsibility of supervisors at all administrative levels to make prompt determinations respecting grievances in accord with these procedures.
4. An employee in the negotiating unit shall have the right to present grievances in accord with these procedures free from coercion, interference, restraint, discrimination and reprisal by any person or party to this Agreement.
5. An employee may be represented at all steps of this grievance procedure by the KCGA or counsel or both.
6. All grievance meetings shall be mutually scheduled by the parties.
7. A record of all grievances filed pursuant to these procedures and the disposition made thereof shall be maintained by the Village Clerk for reference purposes.
8. The time limits specified herein shall be observed unless extended in writing by mutual agreement. Failure of the grievant to request review of a determination made at any step of the grievance procedure within the specified time limit shall automatically conclude the grievance process as to such grievance.
9. Grievances shall be filed within fifteen (15) work days from the time the grievant became aware of the alleged acts or omissions which gave rise to the grievance.

Step 1 – An employee who has a complaint shall first discuss the matter with his or her immediate supervisor. In this discussion, the persons involved shall make an earnest effort to resolve the matter. If the matter is not resolved by discussion, the parties shall, within one (1) day after the discussion, report the entire matter to the Chief of Police. The Chief of Police or his or her designee shall make whatever investigation may be necessary and shall give his or her answer as soon as practicable, but in no event, later than three (3) working days after the discussion. Most complaints should be settled at this step.

Step 2 – Failing satisfactory disposition of the grievance at Step 1, the Grievance Committee of the KCGA or its representative shall within five (5) working days after the determination of the Chief of Police or his or her designee at Step 1, request a hearing with the Grievance Committee of the Board of Trustees. Such hearing shall be held at a mutually agreed upon time, but in no event later than ten (10) work days following the request for such hearing. The Grievance Committee of the Board of Trustees shall thoroughly investigate the grievance and shall afford the grievant, his or her designee and the KCGA an opportunity to present evidence, either documentary or by witnesses, and such hearing shall be confidential. The Grievance Committee of the Board of Trustees shall render a written determination of such grievance to the KCGA within ten (10) days after the close of the hearing.

Step 3 – If either party is dissatisfied with the determination of the grievance at Step 2 hereunder, it may submit such differences to arbitration by serving notice on the other party within thirty (30)

working days following completion of Step 2 of the grievance procedure.

The arbitration shall be conducted by an impartial arbitrator to be mutually agreed upon by the parties. In the event the parties are unable to agree upon an impartial arbitrator within ten (10) working days after the referral to arbitration, the New York State P.E.R.B. shall be requested to name an arbitrator under its rules and procedures.

The fees and expenses of the arbitration shall be borne equally by the parties. The Board or the KCGA shall bear the expenses of their respective witness and any other expenses they may incur. The decision of the arbitrator shall be final and binding upon the parties and the arbitrator shall have no jurisdiction, power, or authority to amend, modify, supplement, vary or disregard any provision of this Agreement.

ARTICLE IV

SENIORITY

4.01 General – Members of the KCGA will acquire seniority from the date of appointment. When a post becomes vacant, Guards shall be entitled to request the assignment based on seniority. In the event of a lay-off or recall, seniority rights shall prevail. Approved leave or sickness shall not affect seniority.

ARTICLE V

ASSIGNMENTS AND TRAINING

5.01 **Assignments to Posts** – Prior to the commencement of each school year, each Crossing Guard, in order of seniority, shall select the post, from those available for said school year, which that Guard shall work during the ensuing school year. Once such selection shall have taken place it shall remain in effect until the next school year; provided however, that if a post becomes vacant during a school year, a new selection of posts by seniority shall take place.

Substitute Crossing Guards shall be called to fill vacancies by seniority, except that, whenever a permanent Guard vacates a duty assignment for consecutive work days that involve two different work weeks (a “work week” shall run from Monday to Sunday), the substitute Guards will rotate into the vacated assignment on a weekly basis. The substitute Guard with the most seniority would be given first choice of which week to work.

5.02 **Pool and Church** - Assignments to pool and church posts shall be offered to Crossing Guards by order of seniority. The Village shall have the right to assign Crossing Guards to such posts. Assignments to special duty posts shall be made by the Chief of Police or his designee.

5.03 **Training** – The Village shall provide a program of training for Crossing Guards. A committee of the KCGA may consult with the Chief of Police or his designee regarding the training program. The Chief of Police or his designee shall provide one training day at the Delaware and Victoria post during school.

ARTICLE VI

COMPENSATION

6.01 Salary Schedule

A. Employees hired prior to June 1, 1986

1. Effective June 1, 2003, Crossing Guards will be paid \$12.45 per hour for hours actually worked for all duties, with a four (4) hour minimum day.

2. Effective June 1, 2004, Crossing Guards will be paid \$12.85 per hour for hours actually worked for all duties, with a four (4) hour minimum day.

3. Effective June 1, 2005, Crossing Guards will be paid \$13.27 per hour for hours actually worked for all duties, with a four (4) hour minimum day.

B. Employees hired after June 1, 1986

	Effective	Effective	Effective
	<u>6/1/03</u>	<u>6/1/04</u>	<u>6/1/05</u>
Hire Date	9.53	9.84	10.16
After 1 years of service	9.92	10.24	10.57
After 2 years of service	10.29	10.62	10.97
After 3 years of service	10.65	11.00	11.36
After 4 years of service	11.05	11.41	11.78
After 5 years of service	11.44	11.81	12.19

After five years of service, each Crossing Guard, except substitutes, shall no longer be paid pursuant to Paragraph "6.01 (B), but rather shall be paid pursuant to the pay scale in Paragraph "6.01 (A)".

6.02 Holiday Pay

Each Crossing Guard, except substitutes, shall receive one (1) day's base pay, which shall be the hours regularly

scheduled for the post, for each of seven holidays. Effective June 1, 2003, the number of paid holidays will be nine (9).

Five (5) holidays shall be the five (5) working days following the close of the school year.

Effective Thanksgiving Day, 1986, each Crossing Guard shall receive one (1) additional holiday pay for Thanksgiving Day.

Effective June 1, 1988, each Crossing Guard shall receive one (1) additional holiday pay for the day after Thanksgiving Day. Such payments shall be included in that pay period of the holiday.

Effective June 1, 1992, each Crossing Guard shall receive one (1) additional holiday pay for Columbus Day (observed). Such payment shall be included in that pay period of the holiday.

Effective June 1, 1994, each Crossing Guard shall receive one (1) additional holiday pay for Veterans Day. Such payment shall be included in that pay period of the holiday.

6.03 Uniforms

The Village will continue to provide, repair and replace all uniforms and equipment and shall additionally provide one pair of slacks and reflector vests and a cleaning allowance of \$255.00 (effective June 1, 2002) payable on the last pay period of November, payable to all employees, full or part time.

6.04 Social Security - Social Security coverage shall be extended to all Crossing Guards, effective June 1, 1972.

6.05 Longevity Pay

1. Effective June 1, 2000, full time employees in the unit shall receive longevity pay in accordance with the following schedule and based on date of hire.

5 years of service	\$175.00
10 years of service	\$225.00
15 years of service	\$275.00
20 years of service	\$325.00

25 years of service	\$375.00
30 years of service	\$425.00

2. Longevity payments shall be made to benefiting employees in November of each year but no later than the last payday in November.

6.06 Jury Duty - An employee who is summoned and is actually required to attend and serve as a juror will be paid the difference between the juror's fee and up to the straight time pay for the hours regularly scheduled for the employee's post per day for time actually lost from work due to such jury duty. Jury duty pay is limited to ten (10) work days per contract year, and it applies only to jury service performed during the scheduled work week

ARTICLE VII

LEAVES OF ABSENCE

10.1 Funeral Leave – Beginning with the day of death and ending with the day after the funeral, leave with pay for a death in the immediate family shall be granted to all employees for regularly scheduled work days (excluding Substitute Guards who shall only be paid for day scheduled to work). The immediate family shall mean spouse, parent, brother, sister, child, father-in-law, mother-in-law, grandparents. Such funeral leave shall be granted only where the Crossing Guard shall attend the funeral.

7.02 Emergency Days – On any day when Kenmore Schools are closed due to emergency conditions, Crossing Guards shall be paid for such day.

ARTICLE VIII

DISCIPLINE AND RIGHTS

8.01 Just Cause – No Crossing Guard shall be disciplined, reduced in compensation or deprived of any benefits without just cause. Whenever a Crossing Guard is ordered to report for an interview or seeks an audience with the Chief of Police or his designee regarding any disciplinary or official matter he/she must have a member of the KCGA and/or Counsel present to advise or represent him/her during said meeting. The KCGA shall provide the Chief of Police or his/her designee with a current list of its authorized member representatives

8.02 Rules and Regulations – The Village shall provide Rules and Regulations for Crossing Guards. A committee of the KCGA may consult with the Chief or his/her designee regarding the Rules and Regulations.

ARTICLE IX

SAVINGS CLAUSE

The terms of this Agreement shall not apply where inconsistent with constitutional, statutory or other legal provisions. If any provision of this Agreement is found to be contrary to law by the Supreme Court of the United States or by any court of competent jurisdiction from whose judgment or decree no appeal has been taken within the time required for doing so, such provision shall be modified forthwith by the parties hereto to the extent necessary to conform thereto. In such case, all other provisions of this agreement shall remain in effect.

ARTICLE X

TERM OF AGREEMENT

10.1 THIS AGREEMENT shall take effect upon the first day of June 2003, and remain in full force and effect until May 31, 2006.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed, each by his or her duly authorized official and representative, the day and year first above written.

VILLAGE OF KENMORE

BY: John W. Bann
TITLE: Mayor

DATE: 7/15/03

KENMORE CROSSING GUARDS ASSOCIATION

BY: Marguerite M. Toy
TITLE: President

DATE: 8/4/03